

COURT FILE NO. 1701-07734

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ALBERTA TREASURY BRANCHES

DEFENDANTS MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD., SUNSET GRILL (RED DEER) INC., SUNSET GRILL (ST. ALBERT) INC., WOODLAND HOSPITALITY INC., ALAN ARSENAULT and MARIA ARSENAULT



IN THE MATTER OF THE RECEIVERSHIP OF MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD., SUNSET GRILL (RED DEER) INC., SUNSET GRILL (ST. ALBERT) INC. and WOODLAND HOSPITALITY INC.

I hereby certify this to be a true copy of the original Approval & Vesting Order dated this 18 day of April 2018

[Signature]

APPLICANT KPMG INC. in its capacity as Court-appointed Receiver and Manager of the assets, undertakings and properties of MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD., SUNSET GRILL (RED DEER) INC., SUNSET GRILL (ST. ALBERT) INC. and WOODLAND HOSPITALITY INC.

DOCUMENT APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
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Email: kkashuba@torys.com
File No. 37099-2003

DATE UPON WHICH ORDER WAS PRONOUNCED: Wednesday, April 18, 2018

NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice B.E.C. Romaine
LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION being made by KPMG Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties (the “**Property**”) of MRMA Commercial Real Estate Holdings Ltd., Sunset Grill (Red Deer) Inc., Sunset Grill (St. Albert) Inc. and Woodland Hospitality Inc. (collectively, the “**Companies**” or the “**Debtors**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**PSA**”) between the Receiver on behalf of the Debtors and TPFH Holdings Ltd. (the “**Purchaser**”), which is included and described in the First Supplemental Confidential Report of the Receiver dated April 12, 2018 (the “**First Supplemental Confidential Report**”) in respect of substantially all of the assets of the Companies (the “**Assets**”), and vesting in the Purchaser (or its nominee) the right, title and interest in and to those Assets as described in the PSA; **AND UPON** having read the Application, and the Second Report of the Receiver, filed April 12, 2018 (the “**Second Report**”); **AND UPON** having read the Affidavit of Service of Tracy Hutchings, to be filed (the “**Affidavit of Service**”); **AND UPON** hearing submissions of counsel for the Receiver, counsel for Alberta Treasury Branches, counsel to the Companies and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service; **AND UPON** it appearing that all interested and affected parties have been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the notice of this Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this Application, and the time for service of this Application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction relating to the Assets, including those lands which are legally described as:

Plan 1421970
Block 8
Lot 7
Excepting thereout all mines and minerals;

and:

Plan 1421970
Block 8

Lot 6
Excepting thereout all mines and minerals;

and:

Plan 1421970
Block 8
Lot 5
Excepting thereout all mines and minerals;
(collectively, the "**Lands**")

is hereby approved, and the execution of the PSA by the Receiver is hereby authorized and approved, and is deemed to be commercially reasonable and in the best interests of the receivership estate and the stakeholders affected thereby, with such minor amendments as the Receiver may deem necessary and as may be agreed upon by the Receiver and the Purchaser. The Receiver is hereby authorized and directed, subject to the terms and conditions of this Order and the PSA, to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Assets to the Purchaser (or its nominee).

VESTING OF ASSETS

3. Upon the delivery by the Receiver of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**") confirming the closing of the Transaction contemplated by the PSA, all of the Debtors' right, title and interest in and to the Assets, including the Lands, as described in the PSA attached as Appendix A to the First Supplemental Confidential Report hereto, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**", which term shall explicitly not include the Permitted Encumbrances (as defined below)) including, without limiting the generality of the foregoing:

- (a) all charges, security interests or claims evidenced by registration, filing, or publication pursuant to any or all of the following: (i) the *Personal Property Security Act* (Alberta); or (ii) any other personal property, mineral, or real property registry system (collectively, the "**Registries**"),

for greater certainty, this Court orders that all of the Claims, other than the permitted encumbrances described in the PSA and listed on **Schedule "B"** hereto (the "**Permitted Encumbrances**"), affecting or relating to the Assets, including the Lands, are hereby expunged and discharged as against the Assets.

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar under the *Land Titles Act* (Alberta), and all other applicable government ministries and authorities in Alberta, exercising jurisdiction with respect to or over the Lands (collectively, the "**Governmental Authorities**"), as applicable, are hereby authorized, requested and directed to (in each case as applicable):
 - (a) enter the Purchaser (or its nominee) as the owner of the Lands;
 - (b) cancel the existing Certificates of Title to the Lands and issue new Certificates of Title for the Lands, in the name of the Purchaser (or its nominee);
 - (c) cancel, delete or expunge from the existing title documents concerning the Lands all applicable Claims, including all Encumbrances other than the Permitted Encumbrances; and
 - (d) register such transfers, discharge statements, or conveyances, as may be required to convey clear title to the Lands to the Purchaser, subject only to the Permitted Encumbrances.
5. This Order shall be registered and the steps set out in paragraph 4 shall be carried out by the applicable Registrar and/or Governmental Authorities notwithstanding the requirements of section 191(1) of the *Land Titles Act* (Alberta) and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

CLOSING OF THE SALE TRANSACTION

6. The closing of the Transaction shall be effected in accordance with the terms of the PSA and such amendments to the PSA as may be agreed to in writing between the Purchaser and the Receiver.
7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Assets, with the same priority as they had with respect to the Assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
8. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.
9. The Debtors and all persons who claim by, through or under the Debtors in respect of the Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental

and equity of redemption of the Assets and, to the extent that any such persons remains in possession or control of any of the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.
11. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtors.
12. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
13. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.
14. Notwithstanding:
 - (a) The pendency of these proceedings;
 - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
 - (c) Any assignment in bankruptcy made in respect of the Debtors,

the vesting of the Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

Miscellaneous Matters

16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
17. This Order must be served upon all interested parties holding registered security in respect of the Debtors, whom shall be at liberty to apply the Court within 15 days following service of this Order, for further advice, assistance and directions as the Court may deem necessary, in relation to this Order. Those interested parties attending or represented at the within Application may be served by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
18. Service of this Order on any party not attending this Application is hereby dispensed with.

"B.E.C. Romaine"

Justice of the Alberta Court of Queen's Bench

Schedule "A"
Form of Receiver's Certificate

COURT FILE NUMBER 1701-10446 Clerk's Stamp

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ALBERTA TREASURY BRANCHES

DEFENDANTS MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD., SUNSET GRILL (RED DEER) INC., SUNSET GRILL (ST. ALBERT) INC., WOODLAND HOSPITALITY INC., ALAN ARSENAULT and MARIA ARSENAULT

IN THE MATTER OF THE RECEIVERSHIP OF MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD., SUNSET GRILL (RED DEER) INC., SUNSET GRILL (ST. ALBERT) INC. and WOODLAND HOSPITALITY INC.

APPLICANT KPMG INC. in its capacity as Court-appointed Receiver and Manager of the assets, undertakings and properties of MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD., SUNSET GRILL (RED DEER) INC., SUNSET GRILL (ST. ALBERT) INC. and WOODLAND HOSPITALITY INC.

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 37099-2003

RECITALS

- A. On June 16, 2017, on Application by Alberta Treasury Branches, the Court of Queen's Bench of Alberta (the "**Court**") appointed KPMG Inc. as receiver and manager (the "**Receiver**") over the assets, undertakings and properties of MRMA Commercial Real Estate Holdings Ltd., Sunset Grill (Red Deer) Inc., Sunset Grill (St. Albert) Inc. and Woodland Hospitality Inc. (collectively, the "**Companies**"), and the Receiver was tasked with amongst other things, identifying, securing, arranging for sale and monetizing the assets, undertakings and properties of the Companies.
- B. Pursuant to an Order of the Court dated April 18, 2018 (the "**Order**"), the Court approved the agreement of purchase and sale made (the "**PSA**") between the Receiver on behalf of the Companies and TPF Holdings Ltd. (the "**Purchaser**") dated March 23, 2018, and provided for the vesting in the Purchaser of the Companies' right, title and interest in and to the Assets, which vesting is to be effective with respect to the Assets in accordance with the Order, to be followed by the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii) that the conditions to Closing as set out in Article 12 of the PSA have been satisfied or waived by the Receiver and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the PSA.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Assets payable on the Closing Date pursuant to the PSA;
2. The conditions to Closing as set out in Article 12 of the PSA have been satisfied or waived by the Receiver and the Purchaser (or its nominee), as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at ____ a.m./p.m. on _____, 2018.

KPMG Inc., in its capacity as Court-appointed Receiver and Manager of the assets, undertakings and properties of MRMA Commercial Real Estate Holdings Ltd., Sunset Grill (Red Deer) Inc., Sunset Grill (St. Albert) Inc. and Woodland Hospitality Inc.

Per: _____

Name:

Title:

Schedule "B"
Permitted Encumbrances

GENERAL ENCUMBRANCES

- (a) The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person.
- (b) Undetermined or inchoate or statutory liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Purchased Assets (or any of them), which have not been filed or registered or notice delivered according to Applicable Law against the Debtor, the Seller or the Purchased Assets, provided that such liens are related to obligations not due or delinquent as of the date hereof or, if then due or delinquent, are being contested in good faith by the Seller.
- (c) Undetermined or inchoate statutory liens for Taxes, assessments, rates, governmental charges or utility charges or levies not due as at the Closing Date;
- (d) Without limitation, subdivision agreements, site plan control agreements, development agreements, easements, rights-of-way and rights in the nature of easements (including, without limiting the generality of the foregoing, licenses, easements, rights-of-way and rights in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables), heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations, zoning, land use and building restrictions, by-laws, regulations and other similar agreements with Governmental Authorities or private or public utilities affecting the development or use of the Purchased Assets, provided same have been complied with, and provided the same are registered on title to the Purchased Assets on the date hereof.
- (e) The rights reserved to or vested in any Governmental Authority to control or regulate any of the Purchased Assets, in any manner.
- (f) Title defects, encroachments or irregularities which in the aggregate will not materially impair the use of the Purchased Assets for the purpose for which they are used.
- (g) Any registered easements, rights-of-way and other similar rights registered against title to the Purchased Assets.
- (h) Any unregistered easements, rights-of-way or other unregistered interests or Claims not disclosed by registered title in respect of the provision of utilities to the Purchased Assets, provided same have been complied with.
- (i) Any rights of expropriation, access or use or any other similar rights conferred or reserved to any Governmental Authority by Applicable Law.

- (j) The right reserved to or vested in any governmental or public authority by any lease, licence, franchise, grant, permit or statutory provision to terminate any lease, licence, franchise, grant or permit, or to require annual or other periodic payments as a condition of the continuance thereof that are not due at the Closing Date.
- (k) Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Purchased Assets that are not yet due and owing or, if due and owing, are paid on or before Closing.
- (l) Minor encroachments by Buildings on the Purchased Assets over neighbouring lands and/or permitted under agreements with neighbouring landowners and minor encroachments over the Purchased Assets by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners that, in either case, do not materially and adversely impair the current use, operation or marketability of the Purchased Assets.
- (m) The provisions of all Applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Purchased Assets, provided same have been complied with and there are no breaches of same.
- (n) Any statutory liens, charges, adverse Claims, prior Claims, security interests, deemed trusts or other Encumbrances of any nature whatsoever which are not registered on the title to the Purchased Assets and of which the Seller does not have notice, claimed or held by Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Province of Alberta or by any other Governmental Authority under or pursuant to any Applicable Laws, provided the Purchaser at law cannot become responsible to satisfy same.
- (o) Any lien, together with any certificate of action (collectively the "Lien") registered in respect thereof, a Claim for which, although registered or of which notice has been given, relates solely to work done by or on behalf of a tenant, and which the Seller has not assumed payment, is not named in and is not responsible for payment of pursuant to the particular construction lien act.
- (p) The encumbrance resulting from the deposit of cash or obligations as security when required to do so by governmental or other public authority or by normal business practice in connection with contracts, licences or tenders or similar matters in the ordinary course of business and for the purpose of carrying on the same.
- (q) The terms and conditions of the Purchased Contracts and any applicable permits.
- (r) All caveats and instruments registered by or on behalf of the Purchaser.
- (s) Assignments of insurance provided to landlords (or their mortgagees) pursuant to the terms of any lease, and liens or rights reserved in any lease for rent or for compliance with the terms of such lease.

SPECIFIC ENCUMBRANCES

- (a) All Liens, interests, Encumbrances and legal notations set forth in the certificates of title to the Lands as of the date immediately preceding the date of the Agreement, including the following:

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
Lot 5 Lands:		
912 313 091	14/11/1991	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED AS TO PORTION OR PLAN: PORTION
132 289 573	12/09/2013	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – FORTISALBERTA INC. 320 – 17 AVENUE SW CALGARY ALBERTA T2S 2V1 AGENT – GARRY SIMPSON
142 071 020	10/03/2014	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – FORTISALBERTA INC. 700, 801 – 7 AVENUE SW CALGARY ALBERTA T2S 2V1 AGENT - LOGAN JOHN MURIAS
142 115 823	23/04/2014	EASEMENT OVER AND FOR THE BENEFIT OF SEE INSTRUMENT
142 153 691*	23/05/2014	MORTGAGE MORTGAGE – ALBERTA TREASURY BRANCHES 239 – 8 AVENUE SW CALGARY ALBERTA T2P 1B9 ORIGINAL PRINCIPAL AMOUNT: \$8,250,000
142 153 692*	23/05/2014	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – ALBERTA TREASURY BRANCHES C/O BISHOP & MCKENZIE LLP 1700, 530 – 8 AVENUE SW CALGARY ALBERTA T2P 3S8 AGENT – DEREK R. ELLIOTT

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
152 244 487*	13/08/2015	AMENDING AGREEMENT AMOUNT: \$9,100,000 AFFECTS INSTRUMENT: 142153691

*142 153 691, 142 153 692, and 152 244 487 shall be discharged forthwith after the closing.

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
Lot 6 Lands:		
912 313 091	14/11/1991	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED AS TO PORTION OR PLAN: PORTION
132 289 573	12/09/2013	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – FORTISALBERTA INC. 320 – 17 AVENUE SW CALGARY ALBERTA T2S 2V1 AGENT – GARRY SIMPSON
142 071 020	10/03/2014	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – FORTISALBERTA INC. 700, 801 – 7 AVENUE SW CALGARY ALBERTA T2S 2V1 AGENT - LOGAN JOHN MURIAS
142 115 823	23/04/2014	EASEMENT OVER AND FOR THE BENEFIT OF SEE INSTRUMENT
142 153 691*	23/05/2014	MORTGAGE MORTGAGE – ALBERTA TREASURY BRANCHES 239 – 8 AVENUE SW CALGARY ALBERTA T2P 1B9 ORIGINAL PRINCIPAL AMOUNT: \$8,250,000
142 153 692*	23/05/2014	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – ALBERTA TREASURY BRANCHES C/O BISHOP & MCKENZIE LLP 1700, 530 – 8 AVENUE SW CALGARY ALBERTA T2P 3S8 AGENT – DEREK R. ELLIOTT
142 194 575	25/06/2014	CAVEAT RE: LEASE INTEREST CAVEATOR – GAS ALLEY LANDS INC. 378 BULYEA ROAD

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
		EDMONTON ALBERTA T6R 2B3 AGENT – DAN R. CHUBB
142 194 576	25/06/2014	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA 301, 10117 JASPER AVENUE EDMONTON ALBERTA T5K 1W8 AGENT – DAN R. CHUBB
142 398 485	25/11/2014	CAVEAT RE: LEASE INTEREST CAVEATOR – GAS ALLEY RESTAURANT INC. ATTN: DAN R. CHUBB 2700, 10155 – 102 ST EDMONTON ALBERTA T5J4G8 AGENT – DAN R. CHUBB
152 244 487*	13/08/2015	AMENDING AGREEMENT AMOUNT: \$9,100,000 AFFECTS INSTRUMENT: 142153691

*142 153 691, 142 153 692, and 152 244 487 shall be discharged forthwith after the closing.

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
<u>Lot 7 Lands:</u>		
912 313 091	14/11/1991	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED AS TO PORTION OR PLAN: PORTION
132 289 573	12/09/2013	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – FORTISALBERTA INC. 320 – 17 AVENUE SW CALGARY ALBERTA T2S 2V1 AGENT – GARRY SIMPSON
142 071 020	10/03/2014	CAVEAT RE: UTILITY RIGHT OF WAY CAVEATOR – FORTISALBERTA INC. 700, 801 – 7 AVENUE SW CALGARY ALBERTA T2S 2V1 AGENT - LOGAN JOHN MURIAS
142 115 823	23/04/2014	EASEMENT OVER AND FOR THE BENEFIT OF SEE INSTRUMENT
142 153 691*	23/05/2014	MORTGAGE MORTGAGE – ALBERTA TREASURY BRANCHES 239 – 8 AVENUE SW CALGARY ALBERTA T2P 1B9 ORIGINAL PRINCIPAL AMOUNT: \$8,250,000
142 153 692*	23/05/2014	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – ALBERTA TREASURY BRANCHES C/O BISHOP & MCKENZIE LLP 1700, 530 – 8 AVENUE SW CALGARY ALBERTA T2P 3S8 AGENT – DEREK R. ELLIOTT

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152 244 487*	13/08/2015	AMENDING AGREEMENT AMOUNT: \$9,100,000 AFFECTS INSTRUMENT: 142153691

*142 153 691, 142 153 692, and 152 244 487 shall be discharged forthwith after the closing.